

AGREEMENT

BY THIS AGREEMENT, made and entered into this 1<sup>st</sup> day of July, 2011, the Caldwell County Board of Education of Caldwell County, Kentucky, hereinafter referred to as "EMPLOYER", hereby employs Carrell Boyd of Caldwell County, Kentucky, hereinafter referred to as "EMPLOYEE", as Superintendent of the Caldwell County School District of Caldwell County, Kentucky, for a term of four (4) years from July 1, 2012 through June 30, 2016, subject to the terms and conditions set forth herein.

The EMPLOYEE hereby covenants that he will perform the duties of Superintendent as prescribed by law and in such manner as the EMPLOYER may from time to time direct. The EMPLOYEE shall also assume the duties of Chief Financial Officer of the school district.

IN CONSIDERATION of such services, and the other provisions contained herein, the EMPLOYER and EMPLOYEE agree as follows:

1. **ANNUAL SALARY:** EMPLOYER shall pay EMPLOYEE an annual salary of One Hundred Thirty One Thousand Three Hundred (\$131,300.00) Dollars for a period of time beginning July 1, 2012 through June 30, 2013. Beginning July 1, 2013 and each year thereafter during the term of the contract, or any extension thereof, the salary of the previous year shall be increased by one (1%) percent. Pursuant to KRS 160.350 (4), the Board, by majority vote prior to June 30<sup>th</sup> of any year, may extend this contract for one year.

2. **LIFE INSURANCE:** In further consideration of services to be rendered by the EMPLOYEE, the EMPLOYER agrees to maintain for the benefit of the EMPLOYEE a life insurance policy equal to One Hundred Thousand (\$100,000.00) Dollars.

3. **HEALTH INSURANCE:** The EMPLOYER further agrees to provide a family health insurance policy with coverage to be identical to the coverage afforded to certified employees of the EMPLOYER.

4. **MOTOR VEHICLE:** The EMPLOYER further agrees to furnish to the EMPLOYEE the use of a motor vehicle. EMPLOYEE shall not be reimbursed for any mileage or gas expenses when the vehicle is used for person

use outside of Caldwell County, Kentucky. It is understood by the parties that the EMPLOYEE may utilize said vehicle for business and personal use.

5. **TECHNOLOGY AND EQUIPMENT:** The Board, at its expense, shall provide the Superintendent with computer equipment, cellular telephone, internet services and other necessary communication services that will allow the Superintendent to perform the duties of the office while at home or traveling.

6. **PROFESSIONAL ORGANIZATIONS:** The EMPLOYER agrees to pay the necessary professional membership fees and dues for the EMPLOYEE in the KASA and KASS Associations. The EMPLOYER will pay on behalf of the EMPLOYEE all expenses of EMPLOYEE incurred for participation in the conferences of KASA, AASA, KASS, NSBA and KSBA in accordance with the existing board policy relative to employee expenses.

7. **VACATION, SICK DAYS AND PERSONAL LEAVE:** The EMPLOYER agrees that each year the EMPLOYEE will be employed for 240 days per year and will be allowed fifteen (15) annual vacation days; one (1) sick day per month; three (3) personal days per year; and six (6) paid holidays.

8. **IDEMNIFICATION AND LEGAL EXPENSES:** The EMPLOYER agrees as a further condition of this employment contract that the school district shall defend, hold harmless and indemnify the EMPLOYEE from any and all demands, claims, suits actions and legal proceedings brought against the EMPLOYEE in his official capacity as agent and employee of the district, provided the incident arose while the EMPLOYEE was acting within the scope of his employment as Superintendent. If, in the good faith opinion of the EMPLOYEE, a conflict exists, as regards to the defense of such claim between the legal position of the EMPLOYEE and the legal position of the district, the EMPLOYEE may engage counsel, in which event the district shall indemnify and reimburse the EMPLOYEE for the costs of said legal defense.

IN WITNESS WHEREOF, the parties have executed this agreement at

Princeton, Caldwell County, Kentucky, on the day and date first above written.

CALDWELL COUNTY BOARD  
OF EDUCATION

By: Charles Watson  
Charles Watson, Chairman

Have seen and approved:

Kim Jackson  
Kim Jackson, Board Member

Marlene Coursey  
Marlene Coursey, Board Member

Mike Traylor  
Mike Traylor, Board Member

Tim Kennaday  
Tim Kennaday, Board Member

EMPLOYEE/SUPERINTENDENT

William Carrell Boyd  
William Carrell Boyd

COMMONWEALTH OF KENTUCKY

COUNTY OF CALDWELL

The foregoing Agreement was acknowledged to before me by Charles

Watson, Chairman of the Caldwell County Board of Education, and William

Carrell Boyd, Superintendent, this 1<sup>st</sup> day of July, 2011.

My Commission Expires:

2-20-2011

SEAL

Deana Witherspoon  
Notary Public

This instrument prepared by:

Marc Wells  
Attorney at Law  
209 West Main Street  
P. O. Box 644  
Princeton, KY 42445  
270-365-5576